

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 07/02/2020		2. CONTRACT NO. (If any) EP-C-16-008		6. SHIP TO:	
3. ORDER NO. 68HERC20F0293		4. REQUISITION/REFERENCE NO. See Schedule		a. NAME OF CONSIGNEE AWPB-MB	
5. ISSUING OFFICE (Address correspondence to) CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001				b. STREET ADDRESS US EPA-OW-OWOW-AWPD-MB 1200 PENNSYLVANIA AVE., NW MC-4503-T	
				c. CITY WASHINGTON	e. ZIP CODE 20460
7. TO: William J Arnold				f. SHIP VIA	
a. NAME OF CONTRACTOR GREAT LAKES ENVIRONMENTAL CENTER, INC.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 739 HASTINGS STREET				REFERENCE YOUR:  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY TRAVERSE CITY		e. STATE MI	f. ZIP CODE 496863458	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE AWPD-MB	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination	b. ACCEPTANCE Destination				

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 800884181 This Task Order is the result of Request for Task Order Proposal PR-OW-20-00323. Work will commence on 2/1/2021. TOCOR: Danielle Grunzke Max Expire Date: 04/30/2022 Invoice Approver: Danielle Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME RTP Finance Center						\$306,000.00  (b)(4)
	b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts						
c. CITY Durham				d. STATE NC	e. ZIP CODE 27711		

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed)  
Sandra Stargardt-Licis  
TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 07/02/2020	CONTRACT NO. EP-C-16-008	ORDER NO. 68HERC20F0293
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Grunzke Alt Invoice App: Michelle Maier Admin Office: CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001 Period of Performance: 02/01/2021 to 04/30/2022</p> <p>***Optional Form 347, Box 11. Business Classification should indicate that Great Lakes Environmental Center is a "small" business. However, it is marked as "other than small" business due to a system error.***</p> <p>(b)(4)</p>					
0001	<p>BASE EFFORT: Task Order Ceiling and Funding: Provide services in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled, "National Wetland Condition Assessment 2021: Plant Voucher Identifications." Requisition No: PR-OW-20-00323, PR-OW-20-00567</p> <p>Accounting Info: BFY: 00 Fund: ZERO Budget Org: DOLLAR Program (PRC): ADMIN Budget (BOC): REQ Funding Flag: Partial Funded: \$0.00 Accounting Info: 20-E1-87FM-000B06XP1-4183-2087ME4020-0 01 BFY: 20 Fund: E1 Budget Org: 87FM Continued ...</p>				<p>(b)(4)</p>	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))						(b)(4)

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 07/02/2020	CONTRACT NO. EP-C-16-008	ORDER NO. 68HERC20F0293
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Program (PRC): 000B06XP1 Budget (BOC): 4183 DCN - Line ID: 2087ME4020-001 Funding Flag: Partial Funded: (b)(4) Accounting Info: 20-21-B-87FM-000BD4-2505-2087ME4020-00 2 BFY: 20 EFY: 21 Fund: B Budget Org: 87FM Program (PRC): 000BD4 Budget (BOC): 2505 DCN - Line ID: 2087ME4020-002 Funding Flag: Partial Funded: (b)(4)					
0002	BASE EFFORT: Sample Quantity in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Wetland Condition Assessment 2021: Plant Voucher Identifications." (b)(4) (Not Separately Priced)	(b)(4)			(b)(4)	
0003	OPTION A "QA" Optional Samples: in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Wetland Condition Assessment 2021: Plant Voucher Identifications." (b)(4) (b)(4) 100 Days After Award				(b)(4)	
0004	OPTION A Samples: Quantity Options in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Wetland Condition Assessment 2021: Plant Voucher Identifications." Continued ...	(b)(4)			(b)(4)	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 07/02/2020	CONTRACT NO. EP-C-16-008	ORDER NO. 68HERC20F0293
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(b)(4)					
	(b)(4)					
	(b)(4) at time of Task Order award.					
	(Option Line Item) 100 Days After Award (Not Separately Priced)					
0005	OPTION B Optional Samples: in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Wetland Condition Assessment 2021: Plant Voucher Identifications."				(b)(4)	
	(b)(4)					
	(b)(4)					
	(Option Line Item) 100 Days After Award					
0006	OPTION B Samples: Quantity Options in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Wetland Condition Assessment 2021: Plant Voucher Identifications."	(b)(4)			0.00	
	(b)(4)					
	(b)(4)					
	(b)(4) at time of Task Order award. Continued ...					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	



ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION

PAGE NO  
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
07/02/2020

CONTRACT NO.  
EP-C-16-008

ORDER NO.  
68HERC20F0293

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(Option Line Item) 100 Days After Award (Not Separately Priced)					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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## **SECTION F - Deliveries or Performance**

### **F-1 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from 2/1/2021 through 4/30/2022 inclusive of all required reports.

## **SECTION G - Contract Administration Data**

### **G-1 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES**

Task Order Contracting Officer's Representatives (TOCORs) for this contract are as follows:

TOCOR: Danielle Grunzke, (202) 566-2876, Grunzke.danielle@epa.gov

Alternate COR: Michelle Maier, (202) 566-2160, Maier.Michelle@epa.gov

Contracting Officials responsible for administering this contract are as follows:

Contracting Officer: Sandra Stargardt-Licis, (513) 246-2006, Licis.sandy@epa.gov

Contract Specialist: Amanda Toole, (513) 569-7170, Toole.amanda@epa.gov

**SECTION J - List of Documents, Exhibits and Other Attachments**

<b>Attachment Number</b>	<b>Title</b>	<b>Date</b>
1	Attachment 1 – Performance Work Statement	6/16/2020
2	Attachment 2 – GLEC Points of Contact	6/16/2020

**Performance Work Statement (PWS)  
Technical Support for National Aquatic Resource Surveys (NARS 2)  
Task Order #TBD**

**TITLE: National Wetland Condition Assessment 2021: Plant Voucher Identifications**

**A. EPA PERSONNEL**

**Task Order Contracting Officer Representative (TOCOR):**

Name: **Danielle Grunzke**  
Office: EPA/OW/OWOW/WRAPD/MAB  
Address: 1200 Pennsylvania Ave, NW MC: 4503T  
Telephone: 202-566-2876  
E-mail: Grunzke.danielle@epa.gov

**Alternate Task Order Contracting Officer Representative (Alt TOCOR):**

Name: **Michelle Maier**  
Office: EPA/OW/OWOW/WRAPD/MAB  
Address: 1200 Pennsylvania Ave, NW MC: 4503T  
Telephone: 202 566-2160  
E-mail: maier.michelle@epa.gov

**B. ESTIMATED PERIOD OF PERFORMANCE**

February 1, 2021 through April 30, 2022

**C. TASK ORDER TYPE**

Firm Fixed Price

**I. BACKGROUND:**

The U.S. Environmental Protection Agency (EPA), states and other partners are implementing an environmental assessment of estuarine and freshwater wetlands as part of the National Wetland Condition Assessment (NWCA). The NWCA repeats statistically based surveys of wetlands at 5-year intervals. The NWCA is designed to provide information on the extent of wetlands that support healthy biological condition, and to estimate the spatial extents of major stressors of wetlands. Status and trends data provide insights into whether the ecological condition of these systems has improved. Consistent sampling and analytical procedures ensure that EPA can compare the results across the systems and over time. During the summer of 2021, EPA and partners will implement the third national assessment collecting data at more than 1000 sites. Field protocols are detailed in the NWCA Field Operations Manual (FOM; US EPA 2021 DRAFT). Laboratory analysis will follow the protocols in the NWCA Lab Operation Manual (LOM; US EPA 2021 DRAFT) and NWCA Quality Assurance Project Plan (QAPP; US EPA 2021 DRAFT).



EPA, States, Tribes, contractors and other field crews will collect plant specimens for observed species of unknown identity (unknown specimens) and a subset of known taxa (QA specimens) from freshwater and brackish/saltwater wetland sites from approximately April 15, 2021 through September 30, 2021. Collectively, EPA refers to these two types of collected specimens as plant vouchers. For each site sampled in NWCA, the crew will collect up to five (5) QA vouchers and an unspecified number of unknown plant vouchers. The number of unknown vouchers per site will likely range from 0 to 12, depending upon factors including the field botanist/ecologist's plant identification skill, diversity at the site, and the time of year, although it is possible that a few sites will have many more unknowns. See Reference 7: NWCA 2016 Plant Voucher Data\_National Lab.xlsx for more information on plant vouchers collected in the previous NWCA survey. A plant specimen label affixed to each voucher will include the original species identification or a pseudonym if unknown, location, and information such as diagnostic characteristics of the taxon that might fade in a dry specimen, growth habit, and habitat.

The laboratories will match appropriate plant taxonomic experts to each voucher based on the site location where the specimen was collected and the plant taxonomist's area of regional expertise. The taxonomist will use appropriate state or regional floristic resources to: 1) verify the field botanist/ecologist's identifications of the QA voucher specimens; 2) identify unknown voucher specimens to the lowest taxonomic-level possible (i.e., to variety, subspecies, or species, whichever is pertinent); except where specimens are incomplete and the lab botanist can only recognize or key them to higher taxonomic-levels (e.g., genus or family); 3) provide a second taxonomist's identification for 10% of the unknown voucher specimens; and 4) reconcile all identifications to the taxonomic nomenclature of the USDA-NRCS PLANTS database (the taxonomic standard used by NWCA). The QA voucher identification and the 10% re-identification of unknown plant vouchers will not be blind. For each QA voucher, EPA will provide the laboratory with the species identification by the field botanist/ecologist. For each of the unknown vouchers selected as part of the 10% re-identification, the laboratory shall provide the QA verifying taxonomist with the identification made by the first identifying taxonomist. For all vouchers, EPA will provide information on the location where the plant was collected, and information provided by field botanist/ecologists on plant specimen labels, such as diagnostic characteristics of the taxon that might fade in a dry specimen, growth habit, and habitat.

EPA arranges for laboratory support for identification of plant vouchers. States and Tribes may choose to use their own laboratories or may utilize EPA's contract laboratory. As a result of future State, Tribal, and EPA determinations, the actual number of samples can vary throughout the season. Laboratory analysis of the samples will begin shortly after field sampling commences in spring 2021. In consideration of these aspects, EPA estimates that the contractor will receive a minimum of 4000 plant vouchers, of which 2500 will be QA vouchers, and 1500 unknown vouchers. To allow for the potential of additional wetland samples collected by the survey and regional studies, the task order contains options for EPA to order up to another 6000 plant vouchers in a series of options as shown in the cost proposal instructions.

Before the laboratory submits the batch data to EPA, the analyst who generated the data and an experienced data reviewer shall independently check and review the data, as follows:

- The plant taxonomist shall review the data to ensure that:
  - Voucher information is correct and complete
  - Flora and field guides used to identify vouchers are documented
  - Identifications are correct, complete and reconciled to the taxonomic nomenclature of the USDA-NRCS PLANTS database (the taxonomic standard used by NWCA)
  - Documentation is complete
- The data reviewer shall review the data package to verify that:
  - Qualitative and quantitative results are correct
  - Data spreadsheet conforms to EPA data template requirements
  - Documentation is complete

Accompanying its data submission for each batch, the laboratory shall provide a short narrative that includes the following information:

- Discussion of any protocol deviations that may have occurred during voucher receipt and identification;
- Discussion of Quality Control (“QC”) questions that were encountered and the corrective measures taken;
- Definitions of any laboratory QC codes used in the data.

## **II. PURPOSE**

The purpose of this task order is for plant taxonomists to identify plant vouchers collected in the NWCA 2021 and related studies. The types of support required for this project include technical support, plant voucher identifications, transmittal of the results in database format, and a revised database at the conclusion of quality control procedures.

## **III. GOVERNMENT FURNISHED INFORMATION**

EPA will arrange for delivery of the plant vouchers to the laboratories.

The following documents are references for the task order. They are in the NWCA 2021 Task Order Information folder located at:

[https://usepa.sharepoint.com/:f:/r/sites/OW\\_Community/nars/Contracts/NWCA%202021%20Contract%20Information?csf=1&web=1&e=iVJGjE](https://usepa.sharepoint.com/:f:/r/sites/OW_Community/nars/Contracts/NWCA%202021%20Contract%20Information?csf=1&web=1&e=iVJGjE).

- Reference 1: Draft NWCA Vegetation Identification Method. The vegetation method is referred to as the Laboratory Method in this PWS
- Reference 2: NWCA 2016 Field Operations Manual (FOM)
- Reference 3: NWCA 2016 Quality Assurance Project Plan (QAPP)
- Reference 4: NWCA 2021\_Plant ID Lab Spreadsheets\_DRAFT\_v1.0.xlsx
- Reference 5: NWCA 2021\_Vegetation Audit Checklist Form\_DRAFT\_v1.0.docx
- Reference 6: NWCA 2021\_Plant Specimen Label\_DRAFT.docx
- Reference 7: NWCA 2016 Plant Voucher Data\_National Lab.xlsx

As they become available, the EPA TOCOR will provide the contractor with revisions of relevant documents.

#### **IV. GENERAL REQUIREMENTS**

In providing support under the tasks described in Section V, the contractor also shall adhere to the following general requirements:

##### **1. Deliverables (see Contract PWS B.1)**

Memoranda shall be placed on company letterhead and the subject line shall include the phrase “EPA Contract #, Task Order #”.

The contractor shall name all electronic files using a logical abbreviation for the name of the document (e.g., TO#Data), the contractor name, and the date of edits to assist in version control (ex: TO68HERC19FXXXX Data\_ LABNAME\_2021\_09\_02).

The contractor shall use EPA’s templates for reporting the results of the laboratory procedures for the NWCA samples. For any other database or spreadsheet submitted to EPA, the contractor must provide metadata that, at a minimum, identify the fields recorded for each sample, define the codes used for the field, and include the version number and date. The contractor must ensure that all sample results are linked to the correct corresponding EPA site ids and sample ids when submitted.

The contractor shall ensure that documentation is created using Agency standard software formats (e.g., Microsoft Office) to facilitate EPA use and review.

##### **2. Identification at Meetings/Teleconferences (see Contract clause B.2)**

Contractor personnel shall always identify themselves as contractor employees by name and organization. Contractor personnel are prohibited from acting as the Agency’s official representative. The contractor shall refer any questions relating to the interpretation of EPA policy, guidance, or regulation to the TOCOR.

3. The contractor shall follow the provision of EPA prescription 1523.703-1, acquisition of environmentally preferable meeting and conference services (May 2007), for the use of off-site commercial facilities for an EPA event, whether the event is a meeting, conference, training session, or other purpose. Environmental preferability is defined at FAR 2. 101, and shall be used when soliciting quotes or offers for meeting /conference services on behalf of the Agency. No single event under this TO is anticipated to exceed \$20,000. The contractor shall immediately notify the EPA Contracting Officer, PO and TOCOR of any anticipated event involving support for a meeting, conference, workshop, symposium, retreat, seminar or training that may potentially incur \$20,000 or more in cost during performance.

Conference expenses are all direct and indirect costs paid by the government and include any associated authorized travel and per diem expenses, room charges for official business, audio visual use, light refreshments, registration fees, ground transportation and other expenses as defined by the Federal Travel Regulations. All outlays for conference preparation should be included, but the federal employee time for conference preparation should not be included. After notifying EPA of the potential to reach this threshold, the Contractor shall not proceed with the task(s) until authorized to do so by the Contracting Officer.

4. As required, the TOCOR shall provide technical direction in accordance with Clause H-12 of the contract, EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009) and the Contract Level PWS.

## **V. SCOPE OF WORK**

The contractor shall provide laboratory support for the plant identification of both QA and unknown voucher samples, and 10% independent re-identification of unknown species as described in the following tasks.

### **Task 1. Task Order Management and Monthly Progress Reports** (See Contract Attachment 2, Reports of Work, and 3, Invoice Preparations; PWS B.2)

The contractor shall manage the Task Order (TO) and submit monthly progress and financial reports prepared and submitted in accordance with the contract clause, Contract Attachment 2, Reports of Work.

- a. Teleconferences: The contractor, and its laboratories, shall participate in EPA's teleconferences about laboratory procedures for receiving, storing, tracking, analyzing, and reporting plant vouchers and results. Prior to the shipping of the first vouchers, EPA will coordinate and facilitate 1-3 teleconference calls, each to last approximately 1 hour, to review the laboratory method, required reporting elements, data templates, and the relevant requirements in the QAPP. The participants will include EPA, the contractor's laboratories, subcontract laboratories, and potentially, State laboratories. If EPA conducts multiple teleconferences (e.g., due to State laboratory personnel availability), the contractor shall participate in all calls because different issues may arise that would require feedback from the contractor. The goal of the teleconferences is to ensure consensus on the analytical procedures and a schedule for sample processing and reporting. The agenda will include review of the:
  - i. QAPP
  - ii. LOM
  - iii. Data template
  - iv. Standard Operating Procedures (SOPs)
- b. Plan and Schedule: The contractor shall submit a plan with the following information as part of their proposal. The plan shall describe the contractor's

procedures for managing vouchers throughout the different stages (e.g., delivery to the laboratory; identification of plant vouchers; reporting to EPA).

The plan shall include a schedule that:

- i. Assumes that EPA will exercise all options (i.e., the plan should address processing time and scheduling on 10,000 plant vouchers);
- ii. In developing the delivery schedule, consider the following items:
  1. Assume plant vouchers will be shipped sporadically but that crews will provide plant vouchers within two weeks of collection.
  2. Assume the number of plant vouchers shipped to lab will steadily increase throughout the field season, reaching highest totals in July and August timeframe.
  3. Ensures the ability to address misidentified or frequently encountered unknown plants and provide corrective information, through EPA or its designated contractors, back to the field botanist/ecologists early in the season to reduce identification errors or unknown submissions from continuing throughout the sampling period.
- iii. Projects the number of vouchers in each of the stages in a given period of time (e.g., biweekly, monthly);
- iv. Completes all identifications and related activities four months before the end of the period of performance;
- v. Responds to EPA's data questions from plant voucher identifications by April 15, 2022; and
- vi. Documents plant taxonomists qualifications and process for matching appropriate plant taxonomic experts to each voucher based on the site location where the voucher specimen was collected and the plant taxonomist's area of regional expertise, in addition to those provided in the technical proposals.

After award, the contractor shall review and if appropriate expand upon and/or confirm the plan submitted with the proposal.

- c. Status Summaries: Prior to delivering the progress report, the contractor shall provide monthly status summaries. The monthly status report shall match the time period covered by the progress report. The contractor shall provide Excel spreadsheets with the monthly status reports that include:
  - i. The number of unknown and QA vouchers received by the laboratory (cumulative total and number received during that reporting cycle). EPA considers the second identification for 10% of the unknowns to be part of the cost of the unknown identifications. EPA also considers the QA/QC requirements in the Appendix to be part of the requirements and will not pay any additional costs associated with such activities.

- ii. The number of unknown and QA vouchers for which the laboratory has finished each of the analysis stages (cumulative total and number completed during that reporting cycle).
  - iii. The number of unknown and QA vouchers for which the laboratory has submitted data to EPA (cumulative total and number submitted during that reporting cycle).
  - iv. Percent capacity reached in the contract (i.e. number of results delivered compared to the maximum number specified in task order when all quantities are exercised); and percent capacity of samples ordered or 'exercised' (i.e. number of results delivered compared to the number included in exercised quantities).
  - v. Data for the plant vouchers processed, or revised, since the previous summary. The contractor shall report the data using EPA's data template, updated with the new and revised data. In addition to the voucher data, the monthly excel spreadsheet deliverables must include the results and any data flags that are applicable. In reviewing invoices, the EPA TOCOR will only consider the unknown voucher data to be complete, and eligible for payment, if the data include the second identification for 10% of the unknown vouchers. The contractor shall also provide a separate case narrative (e.g., emailed Word or pdf file) for the EPA TOCOR to review with the data. The narrative shall include, but not be limited to, the elements described at the end of Section I.
  - vi. Provide a simple list of the invoice plant vouchers with sample #, site ID, sample ID and visit number. The TOCOR will compare the list with the NWCA master list of plant vouchers to verify that every plant voucher has been invoiced one time.
- d. Monthly Progress Reports and Financial Reports:
 

The contractor shall provide a progress and financial report each month that reflects and itemizes the costs in the corresponding invoice.

  - i. The contractor shall provide a progress report each month that includes project status; expenditures to date; number of vouchers in each processing stage compared to the contractor's plan/schedule; unexpected problems or concerns, including with quality assurance; lessons learned; QA/quality control (QC) activities; and next steps. The contractor shall prepare and submit the monthly progress reports in accordance with the contract clause, Contract Attachment 2, Reports of Work.
  - ii. The contractor shall prepare and submit the financial reports in accordance with the contract clause, Contract Attachment 2, Reports of Work.
  - iii. For the plant voucher analyses completed during the month and billed in the invoice, the financial report shall identify the plant voucher using the correct corresponding EPA assigned site identification and voucher identification codes.
  - iv. For the month in which the contractor delivers the final database for Task 4, the contractor shall include the costs for Task 4.
- e. Issues Requiring EPA Resolution: The contractor shall immediately notify the EPA TOCOR of any unexpected problems or concerns, including but not limited to issues with



QA/QC, and recommend remedies or corrective actions. Upon receiving written technical direction from the EPA TOCOR, the contractor shall revise its schedule in the technical proposal and respond to any additional comments/concerns from the EPA TOCOR following submission of the revised plan. The contractor also shall include problems and concerns in the monthly progress report.

**Deliverables and Schedule under Task 1:**

<b>Subtask</b>	<b>Deliverable</b>	<b>Due</b>
a.	Teleconferences, including copies of SOPs.	Date/time per technical direction from EPA TOCOR based upon contractor's recommended dates/times.
b	Plan and Schedule (expanded or confirmation that original is correct)	Within 2 months of award
b	Resumes for plant taxonomists attached to an email	Upon the taxonomist's assignment to task order
c.	Status updates with data in spreadsheet and case narrative	Monthly
d	Progress and financial reports in electronic format	Monthly
e.	Email notifying TOCOR of unexpected unresolved problems and proposed resolution.	Immediately when issue identified.
e.	Revised technical plan and schedule request (as needed)	Revisions within 5 working days per written technical direction and/or within 5 days of comments from TOCOR.

**Task 2. Quality Assurance (Contract PWS B.3)**

Quality Assurance is an important component of EPA's work to assure that minimum quality standards are attained. The contractor shall address the QA requirements of this task order by adhering to the requirements and procedures identified in:

- The contractor's customized Quality Management Plan (QMP) incorporated into this NARS contract;

- NWCA QA documents - describe how quality assurance and quality control will be applied to the collection of environmental data for the survey. The documents relevant to support in this task order are:
  - Quality Assurance Project Plan (QAPP)
  - Laboratory Operations Manual (LOM)

The NWCA 2021 quality documents will evolve throughout the task order. The contractor shall notify the EPA TOCOR immediately if it identifies areas where its previous activities are not consistent with the revisions made to the QAPP and LOM. The EPA TOCOR will determine whether any modifications to the contractor's previous activities will be necessary, which may require a modification to the task order by the EPA Contracting Officer (CO).

- a. The contractor shall demonstrate a commitment to adhere to the QAPP. The contractor's Quality Assurance Official (QAO) and each laboratory's QAO shall sign the page "Review & Distribution Acknowledgment and Commitment to Implement" in the introductory section of the QAPP. Additionally, each plant taxonomist shall provide the signed certification page before proceeding with identifications. The contractor shall distribute the version of the QAPP and LOM available at award of the task order, and any additional revisions approved by the EPA QAO, throughout the contractor's organization, including subcontractors and consultants. If EPA distributes an updated version of the QAPP or LOM and states that it contains a "significant change," relevant to plant voucher identifications or QA, the contractor shall acknowledge, in writing (e.g., email), that it has received and distributed the revised document to the appropriate personnel, and that if necessary, changes will be implemented. If the contractor determines that changes to the LOM or QAPP will impact the cost of analyses or exceeds the scope of the task order, they shall notify the TOCOR immediately.
- b. The contractor shall demonstrate its implementation of QA/QC in performing the other tasks in this Performance Work Statement. The contractor shall provide EPA with documentation of its QA activities as follows:
  - i. Standard Operating Procedures (SOPs) and any other quality assurance documentation developed or adopted by the contractor's laboratory for use in performing the required analyses.
  - ii. Procedure that will ensure that two different persons are assigned to unknown vouchers to provide initial and re-identifications of 10% of the unknown vouchers (per the Laboratory Method, the contractor must provide an independent identification of 10%).

- iii. Procedure that will ensure that an appropriate plant taxonomist is assigned to each voucher based on the site location where the plant specimen was collected and the plant taxonomist's area of regional expertise.
  - iv. Reports of relevant QA activities in any deliverable. All QA documentation prepared under the task order shall be considered non-proprietary.
  - v. Monthly reports of QA activities performed during implementation of this task order. These monthly QA reports shall identify QA activities performed to support implementation of this task order, problems encountered, deviations from the QAPP, and corrective actions taken. The contractor shall include the QA report with the monthly progress report.
- c. The contractor shall demonstrate its ability to conform to NWCA measurement quality objectives. The contractor shall at a minimum, ensure that the data meet the measurement quality objectives in the QAPP.

**Deliverables and Schedule under Task 2:**

Subtask	Deliverable	Due
a.	Completed Signature page "Review & Distribution Acknowledgment and Commitment to Implement" of the QAPP.	No later than 5 working days after award date of task order or 5 working days after receiving the EPA approved QAPP if not approved at award date
	Email acknowledgement of receipt of QAPP_or LOM with "significant change"	No later than 10 working days after receiving the revised document from EPA.
b.	Laboratory SOPs	No later than 5 working days after effective date of task order. If the laboratory modified the SOPs during the performance period, provide the final versions 5 working days before the end of the performance period. Otherwise, provide an email stating that the SOPs have remained unchanged throughout the task order.
	Notification to EPA of SOP modification.	
	Procedure for ensuring two different taxonomists are assigned to unknown vouchers in the 10% that are re-identified	No later than 4 weeks after the start of the task order
	Documentation of appropriateness of taxonomist's assignment to particular	With deliverables

Subtask	Deliverable	Due
	vouchers based on area of regional expertise	
	Documentation of QA activities	With deliverables
	Monthly reports of QA activities during months when samples are delivered and/or processed	With monthly progress report

### **Task 3. Plant Identification** (Contract PWS B.3., C.4)

The contractor shall provide laboratory support for the plant identification of QA and unknown voucher samples, and 10% independent re-identification of unknown species. The contractor shall strictly adhere to the specifications in the Laboratory Method, report all data elements identified in “NWCA 2021\_Plant ID Lab Spreadsheets\_DRAFT\_v1.0.xlsx” (see Section III), and perform all required QA/QC required by the Laboratory Method.

If the contractor identifies a situation requiring a minor change in the Laboratory Method, the EPA TOCOR must approve the deviation via written technical direction before the contractor can implement the change. CO approval is required for any change that potentially affect the costs (decrease or increase) and/or period of performance.

In addition to the delivery of data addressed in Task 1 of this PWS, the contractor shall provide the deliverables resulting from the following activities:

- a. Log each plant voucher and record the condition of the plant voucher and indicate any missing information from the plant specimen label into the NARS Information Management (IM) provided spreadsheet and email to NARS IM; contact information will be provided by TOCOR before sampling begins) within 24 hours of the sample arriving at the laboratory. If the sample does not arrive when expected, the contractor shall immediately notify the EPA TOCOR or her designee.
- b. The laboratory shall retain:
  - The plant vouchers for a minimum of three years from the date that EPA publishes the data from the NWCA 2021 publicly. During this time, the laboratory shall maintain the materials as specified in its Laboratory Method. The laboratory shall periodically check the materials for degradation.
  - Original records, including laboratory notebooks, for a minimum of ten (10) years from the date that EPA publishes the final report.
- c. If EPA or the contractor determines that the transfer of plants or records to another location is necessary, EPA will make separate arrangements (e.g., task order modification) with the contractor for any necessary photocopying, packaging, and

shipping expenses. Otherwise, at the end of the retention period, the contractor shall follow its internal protocols for disposal.

- d. Unless the TOCOR grants an exception, the contractor shall refrain from publishing findings based upon work conducted under this task order. This restriction shall remain in effect until EPA provides public access to the data.

#### **Deliverables and Schedule under Task 3:**

<b>Subtask</b>	<b>Deliverable</b>	<b>Due</b>
a.	Sample logged into NARS IM system	Within 24 (clock) hours of sample receipt
a.	Email identifying missing plant vouchers or incomplete information on a voucher's plant specimen label	Immediately if voucher does not arrive when expected or is missing information on its' plant specimen label.
b.	Access to plant vouchers	Upon EPA TOCOR's written request.
c.	Access to laboratory notebooks	Upon EPA TOCOR's written request.

#### **Task 4. Final Database (Contract PWS B.1, B.3, C.4)**

- a. The contractor shall provide revised and final database for the results of the plant voucher identification collected in 2021 as described in Task 1b. The contractor shall provide:
  - i. Responses to EPA's questions about the plant voucher identifications, as conveyed by the EPA TOCOR's technical direction.
  - ii. Revised databases that incorporate changes based upon EPA's review of the data and identified by the EPA TOCOR's technical direction.
  - iii. Final database that incorporates revisions identified by the EPA TOCOR's technical direction.

#### **Deliverables and Schedule under Task 4:**

<b>Subtask</b>	<b>Deliverable</b>	<b>Due</b>
a.i	Email with responses to data questions	1-5 working days per technical direction
a.ii	Revised database	10 working days after receiving the EPA TOCOR's technical direction. The contractor shall assume that five revisions will

Subtask	Deliverable	Due
		be required as a result of EPA's review of the data during the period identified in Task 1b.
a.iii.	Final database	10 working days after receiving written technical direction; but no later than 5 working days prior April 30, 2022.

## VI. TRAVEL

EPA does not anticipate that any travel will be necessary to perform the tasks in the Performance Work Statement.

## VIII. Quality Assurance Surveillance Plan (QASP)

EPA will judge performance using the following Quality Assurance Surveillance Plan (QASP).

Performance Requirement	Measurable Performance Standards	Surveillance Method	Incentives/Disincentives
<b>Management and Communications:</b> The Contractor shall maintain contact with the EPA TOCOR throughout the performance of the task order and shall immediately bring potential problems to the attention of the EPA TOCOR. In cases where issues have a direct impact on project schedules, cost, time, or quality, the contractor shall provide options for EPA's consideration on resolving the issues or mitigating their impacts.	Any issue adversely impacting project schedules, cost, time or quality shall be brought to the attention of the EPA TOCOR within 3-working days of occurrence.	EPA TOCOR will identify unreported issues.	Two or more incidents where the contractor: <ul style="list-style-type: none"> <li>Does not provide timely notification; or</li> <li>Created a severe adverse situation</li> </ul> will be considered unsatisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of <b>Management</b> . Fewer than two incidents where the contractor does not meet the measurable performance standard will be considered acceptable performance and will be reported as such in the CPARS Performance Evaluation System.
<b>Timeliness:</b> Data (Task 3) and databases (Task 4) shall be delivered in accordance with the schedule developed in the Contractor's proposal. After EPA accepts the final schedule in Task 1, it is unlikely that EPA will be	<ul style="list-style-type: none"> <li>No more than 25% of the data for Task 3 shall be submitted more than 3 working days past the date in the accepted schedule.</li> <li>None of the data for Task 3 shall be</li> </ul>	100% of the progress reports, data submissions, and databases will be reviewed by the EPA TOCOR monthly to compare actual delivery dates against those in the approved schedule from Task 1.	Unsatisfactory rating under the category of <b>Schedule</b> in CPARS when the contractor does not meet the measurable performance standards during the applicable period of performance.



Performance Requirement	Measurable Performance Standards	Surveillance Method	Incentives/Disincentives
willing to extend the schedule due to any factors under the contractor's control (e.g., to complete work under another contract).	<p>submitted more than 40 working days past the date in the accepted schedule.</p> <ul style="list-style-type: none"> <li>• No more than 10% of the revised databases (Task 4) shall be submitted more than 3 working days past the date in the accepted schedule.</li> <li>• No delays in submitting the final database (Task 4) by the "no later than" date in the PWS.</li> </ul>		
<p><b>Technical Effort:</b> The Contractor shall assign appropriately leveled and skilled personnel to all tasks; and abide by the contractor's QMP, the NWCA QAPP, and the plant voucher identification method.</p>	No more than 25% of reviewed deliverables and data shall require revisions to meet the requirements of the QMP, NWCA QAPP, data templates, and plant voucher identification method.	100% of the data will be reviewed by the EPA TOCOR to identify noncompliance issues with the QMP, NWCA QAPP, and plant voucher identification method.	Unsatisfactory rating under the category of <b>Quality</b> in CPARS when the contractor does not meet the measurable performance standards during an applicable period of performance.

**POINTS OF CONTACT**  
**Technical Support for National Aquatic Resource Surveys (NARS**  
**2) TASK ORDER # 68HERC20F0293**

**Title:** National Wetland Condition Assessment 2021: Plant Voucher Identifications

**Table 2: Task Order Contact Information**

Person's role in the task order	Organization	Person's name	Phone	Email <i>(most EPA and logistics-related communications will be by email)</i>	Include person on emails (Y/N)
GLEC TO Leader	Prime GLEC	(b)(4)	(b)(4)	(b)(4)	Y
GLEC TO Coordinator	Prime GLEC				Y
Lab/herbarium contact <i>(for shipping questions)</i>	(b)(4)				(b)(4)
Backup lab contact					

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES	
						1      2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00001		See Block 16C					
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
CAD							
US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x)			
GREAT LAKES ENVIRONMENTAL CENTER, INC. Attn: William J Arnold 739 HASTINGS STREET TRAVERSE CITY MI 496863458							
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				x			
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				EP-C-16-008			
				68HERC20F0293			
				10B. DATED (SEE ITEM 13)			
				07/02/2020			
CODE 800884181		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
See Schedule							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
DUNS Number: 800884181							
TOCOR: Danielle Grunzke Max Expire Date: 04/30/2022 Invoice Approver: Danielle Grunzke Alt							
Invoice App: Michelle Maier							
LIST OF CHANGES:							
Reason for Modification: Other Administrative Action							
Section I: Clause titled "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020)" is incorporated by reference.							
Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020)							
Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Sandra Stargardt-Licis			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
				ELECTRONIC SIGNATURE		09/03/2020	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EP-C-16-008/68HERC20F0293/P00001	2	2

NAME OF OFFEROR OR CONTRACTOR

GREAT LAKES ENVIRONMENTAL CENTER, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to incorporate the attached EPA blanket administrative modification signed by Raoul Scott on July 30, 2020. All other terms and conditions remain unchanged.</p> <p>Payment:</p> <p>RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711</p> <p>Period of Performance: 02/01/2021 to 04/30/2022</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NUMBER		3. EFFECTIVE DATE 08/13/2020		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY Raoul D. Scott, Director OMS/ARM/OAS/Policy, Training and Oversight Division US Environmental Protection Agency, Mail Code 3802R 1200 Pennsylvania Avenue, NW Washington, DC 20004		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)  To All EPA Contractors				<input checked="" type="checkbox"/> (X)		9A. AMENDMENT OF SOLICITATION NUMBER	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/> (X)		10A. MODIFICATION OF CONTRACT/ORDER NUMBER To all EPA Contracts and Orders	
				<input type="checkbox"/>		10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/> (X)	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☒ is not ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This contract/order is being modified in accordance with the applicability instructions in interim FAR Case 2019-009, and FAR 4.2105, requiring contracting officers to include FAR clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

See attached for the full text version of FAR 52.204-25. Contractor Acknowledgment of receipt required.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Raoul D. Scott, Director Policy, Training and Oversight Division	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  RAOUL SCOTT Digitally signed by RAOUL SCOTT Date: 2020.07.30 11:40:17 -04'00'	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

## **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.**

As prescribed in 4.2105(b) and in the applicability instructions in interim FAR Case 2019-009, insert the following clause:

### **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)**

(a) Definitions. As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-



(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)